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ment for plaintiff and defendant brings error. Reversed and rendered.

S. O. Bland, of Newport News, and *Henley, Hall & Hall*, of Williamsburg, for plaintiff in error.

Frank Armistead and *B. D. Peachy, Jr.*, both of Williamsburg, for defendant in error.

EASTERN COAL & EXPORT CORP. *v.* BEAZLEY & BLANFORD.

June 14, 1917.

[92 S. E. 824.]

1. Trial (§ 252 (1)*)—Instructions—Applicability.—It is error to give an instruction when there is no evidence to support it.

[Ed. Note.—For other cases, see Trial, Cent. Dig. §§ 596, 612.* 16 Va.-W. Va. Enc. Dig. 702.]

2. Trial (§ 200 (1)*)—Requested Instructions Covered by Other Instructions.—Since instructions are to be read as a whole, the refusal to give requested instructions covered by other instructions given is not error.

[Ed. Note.—For other cases, see Trial, Cent. Dig. § 651.* 16 Va.-W. Va. Enc. Dig. 709, 710, 711, cited by the court.]

3. Sales (§ 418 (7)*)—Damages—Avoidable Consequences.—The doctrine of "avoidable consequences" does not permit a seller, breaching his contract to furnish coal of a certain quality, to compel the buyer to enter into a contract for the same coal with another seller for the defaulting seller's protection, the defaulting seller being himself unwilling to incur the hazard of such contract, for such doctrine has to do with consequential loss only, and not to damages claimed for injury arising from direct breach of the contract, namely, the loss of the value of the contract itself.

[Ed. Note.—For other cases, see Sales, Cent. Dig. § 1188.* 4 Va.-W. Va. Enc. Dig. 212.]

Error to Law and Equity Court of City of Richmond.

Action by Beazley & Blanford against the Eastern Coal & Export Corporation. Judgment for plaintiffs, and defendant brings error. Affirmed.

S. S. P. Patteson, of Richmond, for plaintiff in error.

R. L. Montague, of Richmond, for defendant in error.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.